

for purposes of this Section 6 because it receives higher net billings due to inherent advantages such as a greater size or a greater number of professional or other events, better team performance and recognized differences in market conditions. Without limiting the foregoing, throughout the Term Representative shall devote no less resources than Representative currently devotes to its representation of Network and the sale of national advertising hereunder.

(b) On or before the April 30 of each fiscal year during the Term (such fiscal year, the "*Reference Year*") of this Agreement, Network shall provide Representative with its budget of the Net Billings (the "*Budgeted Billings*") for the fiscal year immediately following the Reference Year (the "*Budget Year*") for Representative's approval, which approval shall not be unreasonably withheld. The Budgeted Billings for Representative's fiscal year 2007 are annexed in Exhibit B. Representative shall notify Network if it does not approve such budget within thirty (30) days of its receipt thereof and in such event, Network and Representative shall endeavor in good faith to reach agreement on such budget. In the event Network and Representative fail to reach agreement on such budget within 45 days of Representative's receipt of such budget from Network, then the budget for such Budget Year shall be [REDACTED]

(c) Representative shall provide a report (the "*Report*") to Network of the actual Net Billings for each fiscal year (the "*Actual Billings*") no later than the August 31 immediately following such fiscal year. In the event either [REDACTED]

[REDACTED] Notwithstanding the foregoing, Budgeted Billings shall be adjusted in the event mutually agreed by Network and Representative based on changes in professional product distributed by Network and market performance generally, to the extent not taken into account at the time the budget was set.

7. Representative will provide Network with a monthly statement, within 20 business days after the end of each month, of amounts billed, advertising time actually sold or booked, forecasted sales, commissions earned and agency fees and such other information relating to Representative's performance of this Agreement as Network may from time to time reasonably request, which statements will be certified as to accuracy and completeness by the senior financial executive of Representative to the best of such executive's knowledge after appropriate investigation. Representative will provide Network with an estimate of such information within five (5) business days after the end of each month. Network will have reasonable and customary audit rights in connection with this Agreement. Representative will keep Network fully informed regarding Representative's obligations under this Agreement.

8. Each party will, subject to its reasonable discretion, cooperate in good faith with the other, including but not limited to the provision of scheduling, formats and other information so that each party may maximize Network's advertising sales.

9. Any recourse of Representative against Network under this Agreement will extend only to Network and not to any of Network's partners or any other direct or indirect owner of Network.

10. Network will make available to Representative any overnight megabase reports or other qualitative or quantitative media research that Network obtains or maintains as long as there is no incremental cost imposed by the information provider associated with sharing such information. Network shall acquire, maintain and make available to Representative such qualitative and quantitative media research as Representative may reasonably request.

11. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns. This Agreement shall not be assigned by either party without the prior written consent of the other party; provided, however, that no consent shall be necessary in the event of: (a) a merger, acquisition or other business combination in respect of such party, (b) assignment to an entity under common control with, controlled by or controlling such party or (c) a sale of all or substantially all of the assets of such party.

12. Network and Representative will each keep secret and retain in the strictest confidence and will not disclose to any third party any of the terms of this Agreement, except as required by law, to enforce its rights or perform its obligations hereunder or as part of its normal and reasonable reporting procedures to its parent, partners, auditors or attorneys or to actual or prospective lenders, investors and purchasers, provided that any and all such parties to whom any such disclosure is made agree to be bound by the provisions of this Section 12, and, with respect to prospective investors and purchasers, further agree not to use such disclosure for other business purposes or in other business segments.

13. This Agreement contains the entire understanding of the parties and supersedes any and all prior understandings of the parties relating to the subject matter herein. This Agreement may not be modified except in a writing executed by both parties hereto. Any waiver must be in writing and signed by the party whose rights are being waived and no waiver by either Network or Representative of any breach or prospective breach of any provision hereof shall be or be deemed to be a waiver of any preceding or subsequent breach of the same or any other provision of this Agreement.

14. Network will make good faith efforts to make available, at no cost, for inclusion by Representative in a package of advertising elements associated advertising and promotional rights available for sale or other distribution by Network, in respect of the Allocated Time (including in-arena signage and billboards in the event such items are available for sale by Network), which may include, without limitation, luxury suites, tickets to the covered team's

events, etc. Network shall provide Representative a list of the associated elements available for sale by Representative, whether as part of a package of advertising elements or otherwise, and shall update this list on a regular basis as appropriate.

15. Neither Representative nor Network will be liable for any failure or delay in performance, or for any losses or damages arising therefrom, because of an act of God, accident, fire, explosion, strike, labor dispute, war, governmental or judicial action or any other similar cause beyond their reasonable control.

16. All notices, requests, consents, directions, demands, waivers, and all other communications provided for herein will be in writing and will be deemed given, made or served if personally delivered, telecopied, sent by express overnight mail or by United States Mail to the applicable party at the address listed below:

If to Network:

[address]

Attention: General Manager

With a copy to:

If to Representative:

National Advertising Partners

10201 W. Pico Boulevard

Building 103

Los Angeles, California 90035

Attention: Kyle Sherman, Executive Vice President

With a copy to:

Fox Cable Networks Group

10201 W. Pico Boulevard

Building 103

Los Angeles, California 90035

Attention: Executive Vice President and General Counsel

or, as to each party, at such other addresses as shall be designated by such party in a written notice to the other party. All such notices shall be deemed effective (i) if personally delivered or telecopied, on the date of delivery or transmission, (ii) if mailed in the U.S. Mail, upon receipt or (iii) if sent by express overnight mail, one (1) day after delivered to, or picked up by, a nationally recognized express overnight courier service for next day delivery.

18. If either party to this Agreement is not in compliance with an obligation herein, the other party, prior to claiming a breach of this Agreement or seeking to terminate this Agreement, shall notify such party in writing of the asserted non-compliance and provide a thirty (30)-day cure period, if such non-compliance is susceptible of cure. In the event that the non-compliant party has not cured such non-compliance within such cure period, or in the event that the non-compliance constitutes a material breach of this Agreement and is not susceptible of cure, the compliant or non-breaching party or parties shall have the right to terminate this Agreement immediately thereupon and at any time thereafter that the non-compliance remains uncured. This Agreement shall expire if delivery of the Services is permanently discontinued.

19.

## NATIONAL ADVERTISING PARTNERS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

0925527000115 - 332910 v2

[NETWORK]

By: \_\_\_\_\_  
Name:  
Title:

*Exhibit A*  
to  
NATIONAL ADVERTISING SALES REPRESENTATION AGREEMENT  
FOR [IDENTIFY RSN]

[To be provided by NAP]

B-10

NNA092552/000115 - 332910 v2

# 2007 FSN NORTHWEST RATE CARD

"ZONED" RATES



Day	Time	Length	Program	Rate
M-Sun	Various	1	Sonics Pre-Game Seattle DMA	
M-Sun	Various	2	Sonics Pre-Adjacency Seattle DMA	
M-Sun	Various	3	Sonics Seattle DMA	
M-Sun	Various	2.5	Sonics Seattle DMA	
M-Sun	Various	4	Live Mariners Spring Training	
M-Sun	Various	7	Mariners Seattle DMA	
M-Sun	Various	7	Mariners Seattle DMA	
M-Sun	Various	7	Mariners Seattle DMA	
M-Sun	Various	2.5	Mariners Outer-Market	
M-Sun	Various	2.5	Mariners Outer-Market	
Thur-Sun	Various	4	Pac-10 Football Sea DMA	
Thur-Sun	Various	4	Pac-10 Football Por DMA	
Thur-Sun	Various	7	UW Football Sea DMA	
Thur-Sun	Various	4	WSU Football Sea DMA	
Thur-Sun	Various	7	UO/OSU Football Por DMA	
Thur-Sun	TBA	13	Apple Cup Sea DMA	
Thur-Sun	TBA	13	Civil War (Por DMA)	

Notes:  
 Rates shown above are for fixed 30 spots. 15% = 45% of 30 and 10% = 30% of 30.  
 All "Zoned" is subject to change and additional opportunities may present themselves.  
 Spots must be placed in all zones to qualify as a "Zoned".  
 Mariners Excludes = Adline, Best Deal.  
 Sonics Excludes = Adline, Best Deal, Casino.  
 No segments are available specifically against "Zoned". Some "Zoned" packages may qualify for merchandising over the network.

**FSN PITTSBURGH RATE CARD**

**FULL SEASON**

**OTO**

PITTSBURGH PENGUINS IN-GAME

PITTSBURGH PIRATES IN-GAME

POST-GAME SHOWS

HIGH SCHOOL FOOTBALL

UNIVERSITY OF PITTSBURGH BASKETBALL

PST / NON-GAME NIGHT

SPORTSBEAT NON-GAME NIGHT

FIXED NETWORK PROGRAMS

ROS MID-MID ROTATION



**ALL RATES BASED ON :30 UNIT, :60 IS DOUBLE THE RATE, :15 IS 65% OF PUBLISHED RATE**

**INTERNAL USE ONLY**



Account/Product	demo	HH	Rtg	Rtg	Wk1	Wk12	Rate	Total	#	Total	Pkg	Total	Demo
Rockies on ESPN	0.00							0.00	0	0.00			
Rockies on KTTV	0.00							0.00	0	0.00			
Rockies Pre-Game Report	0.00							0.00	0	0.00			
Rockies Post-Game Report	0.00							0.00	0	0.00			
Rockies Double Play	0.00							0.00	0	0.00			
Broncos Preseason Encore Presentation	0.00							0.00	0	0.00			
Pac 10 Football	0.00							0.00	0	0.00			
Big 12 Football	0.00							0.00	0	0.00			
CU Football	0.00							0.00	0	0.00			
ACC Basketball (Dec-Mar)	0.00							0.00	0	0.00			
Big 12 Women's Basketball	0.00							0.00	0	0.00			
CU Basketball	0.00							0.00	0	0.00			
OU Hockey	0.00							0.00	0	0.00			
CCHA/CHA Hockey	0.00							0.00	0	0.00			
High School Football (Game of the Night)	0.00							0.00	0	0.00			
State HS FB Championship (4A & 5A)	0.00							0.00	0	0.00			
BDSSP	0.00							0.00	0	0.00			
Prime ROS Sports	0.00							0.00	0	0.00			
Total								0.00	0	0.00			
Broncos All Access	0.00							0.00	0	0.00			
Rockies Weekly	0.00							0.00	0	0.00			
Broncos All Access	0.00							0.00	0	0.00			
Broncos Press Conference (Coach)	0.00							0.00	0	0.00			
CU All Access	0.00							0.00	0	0.00			
Spoilign	0.00							0.00	0	0.00			
CU All Access	0.00							0.00	0	0.00			
Spoilign	0.00							0.00	0	0.00			
CU All Access	0.00							0.00	0	0.00			
Under the Helmet (Broncos)	0.00							0.00	0	0.00			
Broncos Press Conference (Coach & QB)	0.00							0.00	0	0.00			
Under the Helmet (Broncos)	0.00							0.00	0	0.00			
Broncos Press Conference (Coach & QB)	0.00							0.00	0	0.00			
Spoilign	0.00							0.00	0	0.00			
Raw Sports	0.00							0.00	0	0.00			
Broncos Preview	0.00							0.00	0	0.00			
Broncos Preview	0.00							0.00	0	0.00			
Football Playbook (Broncos Highlights)	0.00							0.00	0	0.00			
Raw Sports	0.00							0.00	0	0.00			
BDSSP	0.00							0.00	0	0.00			
ROS	0.00							0.00	0	0.00			
Total								0.00	0	0.00			
Football Colorado (HS)	0.00							0.00	0	0.00			
FUTTH Power	0.00							0.00	0	0.00			
Sports List	0.00							0.00	0	0.00			
Beyond the Glory	0.00							0.00	0	0.00			
Chris Myers Interview	0.00							0.00	0	0.00			
ROS	0.00							0.00	0	0.00			
Total								0.00	0	0.00			
#	Total	Pkg	Total	Rate	Total	Demo							

*Exhibit B*  
to  
NATIONAL ADVERTISING SALES REPRESENTATION AGREEMENT  
FOR [IDENTIFY RSN]

**REGIONAL SPORTS NETWORKS  
NAP AD REVENUE  
(\$ IN 000's)**

**ROCKY MOUNTAIN  
National Revenues**

**FY 2007  
Budget**



**PITTSBURGH  
National Revenues**

**FY 2007  
Budget**



**NORTHWEST  
National Revenues**

**FY 2007  
Budget**









## EXHIBIT C

### TECHNICAL SERVICES AGREEMENT

This TECHNICAL SERVICES AGREEMENT (the "*Agreement*") dated as of the \_\_\_\_ day of \_\_\_\_, 2007 (the "*Effective Date*"), is made by and among each of Fox Sports Net Rocky Mountain, LLC, a Delaware limited liability company ("*Rocky Mountain*"), Fox Sports Net Pittsburgh, LLC, a Delaware limited liability company ("*Pittsburgh*"), and Fox Sports Net Northwest, LLC, a Delaware limited liability company ("*Northwest*") and, collectively with Rocky Mountain and Pittsburgh, the "*Transferred Subsidiaries*" and each a "*Transferred Subsidiary*", and Fox Sports Net, Inc., a Delaware corporation ("*Fox*").

The parties hereby agree as follows:

1. **Services.** Upon the terms and subject to the conditions set forth in this Agreement, each of the Transferred Subsidiaries hereby engages Fox to provide [REDACTED] and Fox hereby agrees to provide to each of the Transferred Subsidiaries, the following services (collectively, the "*Services*"), which Services shall only be used to operate the regional sports networks currently known as FSN Rocky Mountain, FSN Pittsburgh and FSN Northwest (the "*Networks*");

(a) [REDACTED]

(b)

(c)

(d)

2. **Term and Termination; Discontinuation of Services.**

(a) **Term.** This Agreement shall become effective as of the Effective Date and shall continue in full force and effect for [REDACTED] unless terminated earlier pursuant to **Section 2(b), 2(c) or 2(d).**

(b) **Termination by Agreement.** This Agreement may be terminated in whole as to Fox and all of the Transferred Subsidiaries, by mutual agreement of Fox and all of the Transferred Subsidiaries.

(c) Termination by Transferred Subsidiaries. The Transferred Subsidiaries may:

(i) together terminate this Agreement in whole, but not in part, with respect to all Transferred Subsidiaries at the end of [REDACTED] upon at least [REDACTED] days advanced written notice of termination delivered to Fox prior to the end of [REDACTED]

(ii) each terminate this Agreement as to itself as a result of a breach by Fox of a material obligation owed under this Agreement that has a material adverse effect on the operations of a Network, which breach remains uncured [REDACTED] days after the receipt by Fox of written notice detailing the specific cause(s) of the alleged breach, provided that Fox shall not be responsible for the failures of [REDACTED] and provided further that a breach affecting one Transferred Subsidiary shall not be grounds for termination by another Transferred Subsidiary.

(iii) together terminate this Agreement in whole, but not in part, to the extent permitted by law, immediately and without any requirement of notice upon the occurrence of one or more of the following: (A) Fox becomes insolvent, bankrupt or generally fails to pay its debts as such debts become due; (B) Fox is adjudicated insolvent or bankrupt; (C) Fox admits in writing its inability to pay its debts; (D) Fox shall suffer a custodian, receiver or trustee for it or substantially all of its property to be appointed and, if appointed with its consent, such custodian, receiver or trustee is not discharged within sixty (60) days; (E) Fox makes an assignment for the benefit of creditors; (F) Fox suffers proceedings under any law related to bankruptcy, insolvency, liquidation, or the reorganization, readjustment or the release of debtors to be instituted against it and if contested by it not dismissed or stayed within sixty (60) days; (G) a proceeding under any law related to bankruptcy, insolvency, liquidation, or the reorganization, readjustment or the release of debtors is instituted or commenced by Fox; (H) any order for relief is entered related to any of the foregoing proceedings and not stayed or dismissed within sixty (60) days; (I) Fox shall call a meeting of its creditors with a view to arranging a composition or adjustment of its debts; or (J) Fox shall by any act or failure to act indicate its consent to, approval of or acquiescence in any of the foregoing. Any election to terminate this Agreement pursuant to this Section 2(c)(iii) by one or more Transferred Subsidiaries shall be effective as to all of the Transferred Subsidiaries.

(d) Termination by Fox. As between Fox and the Transferred Subsidiaries, Fox may:

(i) terminate this agreement upon a Transferred Subsidiary's failure to pay any Service Fees (as defined in Section 3(a)) within [REDACTED] days after written notice that the amounts have not been paid when due and payable to Fox. [REDACTED]

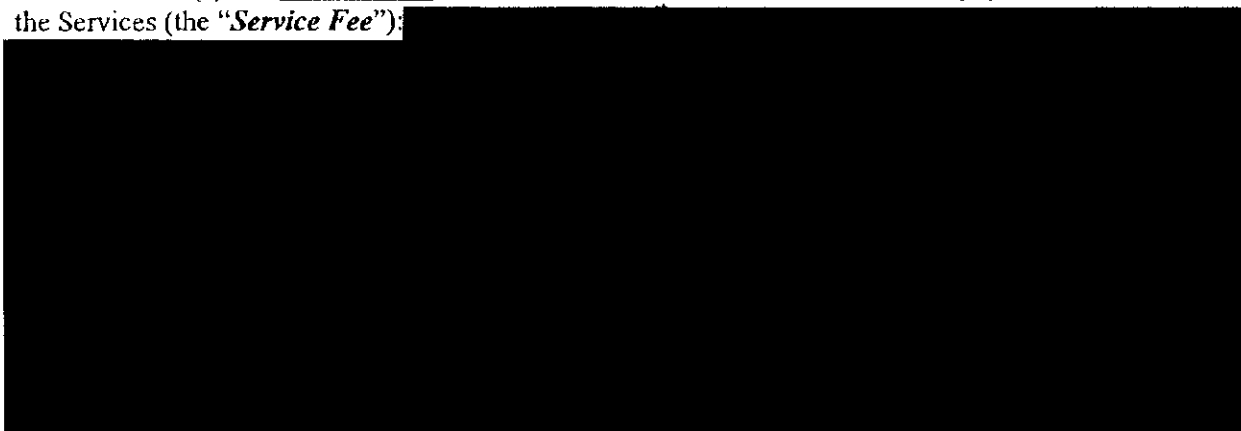


(ii) terminate this Agreement in whole, but not in part, but only as to the applicable Transferred Subsidiary, to the extent permitted by law, immediately and without any requirement of notice upon the occurrence of one or more of the following: (A) the Transferred Subsidiary becomes insolvent, bankrupt or generally fails to pay its debts as such debts become due; (B) the Transferred Subsidiary is adjudicated insolvent or bankrupt; (C) the Transferred Subsidiary admits in writing its inability to pay its debts; (D) the Transferred Subsidiary shall suffer a custodian, receiver or trustee for it or substantially all of its respective property to be appointed and, if appointed with its consent, such custodian, receiver or trustee is not discharged within sixty (60) days; (E) the Transferred Subsidiary makes an assignment for the benefit of its creditors; (F) the Transferred Subsidiary suffers proceedings under any law related to bankruptcy, insolvency, liquidation, or the reorganization, readjustment or the release of debtors to be instituted against it and if contested by it not dismissed or stayed within sixty (60) days; (G) a proceeding under any law related to bankruptcy, insolvency, liquidation, or the reorganization, readjustment or the release of debtors is instituted or commenced by the Transferred Subsidiary; (H) any order for relief is entered related to any of the foregoing proceedings and not stayed or dismissed within sixty (60) days; (I) the Transferred Subsidiary shall call a meeting of its respective creditors with a view to arranging a composition or adjustment of its debts; or (J) the Transferred Subsidiary shall by any act or failure to act indicate its consent to, approval of or acquiescence in any of the foregoing.

(e) Effects of Termination or Discontinuation. Upon termination of this Agreement, Fox will cease to perform the Services, and the Transferred Subsidiaries shall pay to Fox all sums due to Fox for the Services performed through the effective date of termination. Any Service Fees that are calculated on a monthly basis shall be prorated for the period in which the Services are provided in the month of the effective date of termination. Termination of this Agreement in accordance with or pursuant to this Section 2 shall not affect the rights of Fox or any of the Transferred Subsidiaries with respect to any claims or damages it may have suffered as a result of any breach of this Agreement by the other party, nor shall it affect the rights of Fox or any of the Transferred Subsidiaries with respect to any liabilities or claims accruing, or based upon events occurring, prior to the date of termination.

### 3. Service Fees.

(a) Fees Payable. Each of the Transferred Subsidiaries shall pay Fox a fee for the Services (the "Service Fee"):



[REDACTED]

(b) Monthly Invoices. Fox shall present each Transferred Subsidiary with a monthly invoice ("**Monthly Invoice**") (i) during the [REDACTED] of the Term, for the monthly installment of the annual Service Fee for the Services provided in the preceding month, plus charges for [REDACTED] and any additional services, and (ii) after [REDACTED] of the Term, for the amount of the monthly Service Fee for the Services provided in the preceding month determined in accordance with Section 3(a), including [REDACTED]

(c) Payment. Each Transferred Subsidiary shall pay in full the [REDACTED] amount reflected as payable to Fox in each of their respective Monthly Invoice [REDACTED]. Payment shall be made in U.S. dollars by electronic funds transfer to an internal account of Fox designated in writing by Fox. Without prejudice to the rights of Fox, in the event payment of any amount is not received by Fox on or prior to the applicable payment due date, such amount shall be subject to, following the expiration of a [REDACTED] grace period, a late payment charge equal to [REDACTED] based on a thirty (30)-day month, of the amount past due for the actual number of calendar days such payment is past due (including the date payment is actually made), until such payment is actually made.

(d) Advance of Funds. In no event shall Fox be required to advance funds to or on behalf of any Transferred Subsidiary, nor shall Fox be liable for any amounts payable by a Transferred Subsidiary, including but not limited to wages and associated payroll taxes. To the extent the provision of any Service requires Fox to disburse funds on behalf of a Transferred Subsidiary, upon not fewer than [REDACTED] business days' prior notice by Fox ("**Funds Notice**"),

the applicable Transferred Subsidiary shall provide such funds to Fox, by electronic funds transfer to the account designated by Fox in writing, no later than [REDACTED] after the date of the applicable Funds Notice, [REDACTED]

4. **Limitations on Liability; No Warranties.**

(a) **Losses.** Fox shall not, nor shall its employees, Affiliates, representatives or agents, be liable to any Transferred Subsidiary for any claims, liabilities, actions, suits, judgments, fines, losses, injuries, damages, costs or expenses (collectively "***Losses***") arising out of or connected to the provision of Services under this Agreement, other than any Losses caused by the [REDACTED] of Fox in connection with the provision of the Services under this Agreement. Each Transferred Subsidiary hereby waives all rights to recover against Fox for any Losses to its tangible personal property (whether owned or leased) from any cause which is covered by insurance maintained by the Transferred Subsidiary, including respective deductibles or self-insured retentions. Each Transferred Subsidiary agrees to maintain insurance in respect of such tangible personal property, in such amounts, with such deductibles and against such risks and losses that it deems reasonably necessary or appropriate.

(b) **No Warranties.** Fox does not make any representations or warranties, express or implied, regarding the merchantability, suitability, originality, fitness for a particular use or purpose, or results to be derived from the use of any materials, deliverables or services provided under this agreement. Fox does not guarantee that any work product or deliverable hereunder will be error free.

(c) [REDACTED]

5. **Indemnification.**

(a) Agreement to Indemnify. Each of the Transferred Subsidiaries shall indemnify and hold harmless Fox and its employees, Affiliates, representatives and agents from and against any and all Losses to or of third parties arising out of or connected with the provision of the Services, other than any Losses caused by the [REDACTED] of Fox in connection with the provision of the Services. Fox shall indemnify and hold harmless each of the Transferred Subsidiaries from and against any and all Losses to or of third parties arising out of or connected with the provision of the Services, to the extent that such Losses are caused by the [REDACTED] of Fox. At all times during the Term, Fox shall possess all permits, licenses, and other governmental authorizations necessary to provide, in all material respects, the Services then being provided to the Transferred Subsidiaries hereunder.

(b) Procedures. Any party seeking indemnification under this Section 5 (an "*Indemnified Party*") shall give the party from whom indemnification is being sought (an "*Indemnifying Party*") notice of any facts or circumstances that the Indemnified Party has determined have given (or are reasonably expected to give) rise to a right of indemnification under this Agreement, within sixty (60) days of such determination, stating the amount of the Loss, if known, and method of computation thereof, and containing a reference to the provisions of this Agreement in respect of which such right of indemnification is claimed or arises. The obligations and liabilities of an Indemnifying Party under this Section 5 with respect to Losses arising from claims of any third party which are subject to the indemnification provided for in this Section 5 ("*Third Party Claims*") shall be governed by and contingent upon the following additional terms and conditions: if an Indemnified Party shall receive notice of any Third Party Claim, the Indemnified Party shall give the Indemnifying Party notice of such Third Party Claim within thirty (30) days of the receipt by the Indemnified Party of such notice; *provided, however*, that the failure to provide such notice shall not release the Indemnifying Party from any of its obligations under this Section 5 except to the extent the Indemnifying Party is materially prejudiced by such failure. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party hereunder against any Losses that may result from such Third Party Claim, then the Indemnifying Party shall be entitled to assume and control the defense of such Third Party Claim at its expense and through counsel of its choice if it gives notice of its intention to do so to the Indemnified Party within twenty (20) business days of the receipt of such notice from the Indemnified Party; *provided, however*, that if there exists or is reasonably likely to exist a conflict of interest that would make it inappropriate in the reasonable judgment of the Indemnified Party for the same counsel to represent both the Indemnified Party and the Indemnifying Party, then the Indemnified Party shall be entitled to retain its own counsel, at the expense of the Indemnifying Party, *provided* that in any case the Indemnifying Party shall not be obligated to pay the expenses of more than one separate counsel for all Indemnified Parties taken together. In the event the Indemnifying Party exercises the right to undertake any such defense against any such Third Party Claim as provided above, the Indemnified Party shall cooperate with the Indemnifying Party in such defense and make available to the Indemnifying Party, all witnesses, pertinent records, materials and information in the Indemnified Party's possession or under the Indemnified Party's control relating thereto as is reasonably required by the Indemnifying Party. Similarly, in the event the Indemnified Party is, directly or indirectly, conducting the defense against any such Third Party Claim, the Indemnifying Party shall cooperate with the Indemnified Party in such defense and make available to the Indemnified Party, all such witnesses, records, materials and information in the Indemnifying Party's

possession or under the Indemnifying Party's control relating thereto as is reasonably required by the Indemnified Party. If the Indemnifying Party shall fail to defend after a reasonable time following notice of such Third Party Claim, or if, after commencing or undertaking any such defense, the Indemnifying Party fails to prosecute or withdraws from such defense, the Indemnified Party shall have the right to undertake the defense or settlement thereof and the Indemnifying Party shall be obligated to pay the reasonable fees, costs and expenses of one firm of counsel chosen by the Indemnified Party to defend or settle any Third Party Claim that is the subject thereof. The Indemnifying Party shall not, without the prior written consent of the Indemnified Party, (i) settle or compromise any Third Party Claim or consent to the entry of any judgment which does not include as an unconditional term thereof the delivery by the claimant or plaintiff to the Indemnified Party of a written release from all liability in respect of such Third Party Claim or (ii) settle or compromise any Third Party Claim in any manner that may adversely affect the Indemnified Party other than as a result of money damages or other monetary payments that are paid by the Indemnifying Party. No Third Party Claim which is being defended in good faith by the Indemnifying Party in accordance with the terms of this Agreement shall be settled by the Indemnified Party without the prior written consent of the Indemnifying Party.

6. **Force Majeure.** Each of the parties hereto, their employees, Affiliates, representatives and agents shall not be liable for any damages or delay or be deemed to be in breach or default of this Agreement (except in respect of payment liabilities (a) already accrued or (b) unrelated to the obligations affected by events described in this Section 6), if and to the extent that any of the following events beyond the party's reasonable control hinder, limit or make impracticable the performance of any of its obligations under this Agreement: war, riot, fire, explosion, terrorism, flood, earthquake, electrical power outage, sabotage, compliance with governmental laws, regulations, orders or actions, in each case imposed after the date of this Agreement, national defense requirements, labor strike, lockout or injunction [REDACTED]

[REDACTED] or other event beyond the reasonable control of the parties, their employees, Affiliates, representatives and agents. Any of the parties, its employees, representatives or agents thus hindered shall promptly give the other parties hereto notice thereof and use commercially reasonable efforts to identify the impediment and remove or otherwise address the impediment to action as soon as possible, or if practical, implement an alternative method for the continued provision of any affected Service. If the provision of any Services is suspended pursuant to this Section 6, then the obligations of the affected Transferred Subsidiary or Transferred Subsidiaries hereunder with respect to such suspended Services shall likewise be suspended.

7. **Miscellaneous.**

(a) **Amendment.** This Agreement may be amended only by an instrument in writing executed by both Fox and each of the Transferred Subsidiaries by or against whom the amendment is sought to be enforced.

(b) **Independent Contractor Status.** Fox shall serve as an independent contractor in rendering the Services, and its employees shall not be deemed to be employees of any Transferred Subsidiary. No party shall take any action, nor omit to take any action, which

would create the appearance, or lead a reasonable person to believe, that Fox or any of its employees has any relationship to the Transferred Subsidiaries other than that of an agent to its principal. None of the Transferred Subsidiaries, on the one hand, or Fox, on the other hand, is authorized to undertake or assume any obligation of any kind, express or implied, or make any warranty, representation, commitment, guarantee or agreement on behalf of the other or assume or incur any liability or indebtedness on the other's behalf or bind the other under any obligations whatsoever. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership or joint venture between or among any of the parties.

(c) Notices. All notices, demands, and requests required or permitted to be given under this Agreement shall be in writing and will be deemed to have been duly given (i) upon delivery, when delivered in person or sent by facsimile or (ii) one business day after having been sent by a internationally recognized overnight courier service to the appropriate party and addressed as follows:

If to Rocky Mountain,

*with a copy (which shall not constitute notice) to:*

If to Pittsburgh,

*with a copy (which shall not constitute notice) to:*

If to Northwest,

*with a copy (which shall not constitute notice) to:*

If to Fox:

[REDACTED]  
FOX Group  
10201 West Pico Boulevard  
Building 100, Suite 4240  
Los Angeles, California 90035  
Fax: (310) 369-2173

*with a copy (which shall not constitute notice) to:*

[REDACTED]  
Fox Cable Networks Group  
10201 West Pico Boulevard  
Building 100, Suite 3134  
Los Angeles, California 90035  
Fax: (310) 969-5656

or to any such other or additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this Section 7(c).

(d) Confidentiality. Fox, on the one hand, and each Transferred Subsidiary, on the other hand, shall hold, and shall use commercially reasonable efforts to cause its officers, directors, employees, accountants, counsel, consultants, advisors agents and actual or prospective lenders, investors or purchasers to hold, in confidence all confidential information and documents obtained from the other in connection with the provision of the Services, provided that, any and all such persons and entities to whom any such disclosure is made agree to be bound by the provisions of this Section, and, with respect to prospective investors and purchasers, further agree not to use such disclosure for other business purposes or in other business segments, unless disclosure is compelled by judicial or administrative process or by other requirements of law. Information and documents of one party (the "**Disclosing Party**") shall not be deemed to be confidential for purposes of this Section 7(d) to the extent such information or document (i) is previously known to or in the possession of the other party (the "**Receiving Party**") and is not otherwise subject to a requirement to keep confidential, (ii) becomes publicly available by means other than unauthorized disclosure under this Agreement by the Receiving Party or (iii) is received from a third party without, to the knowledge of the Receiving Party after reasonable diligence, a duty of confidentiality owed to the Disclosing Party.

(e) Assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns. Neither Fox nor a Transferred Subsidiary may assign this Agreement without the prior written consent of the other which shall not be unreasonably withheld; *provided however*, that no such consent is required in the event of: (a) a merger, acquisition or other business combination in respect of such party, (b) assignment to an entity under common control with, controlled by or controlling such party

or (c) a sale of all or substantially all of the assets of such party, provided that no such assignment by a Transferred Subsidiary shall be effective unless and until Fox is satisfied in its reasonable discretion with the financial condition of the assignee.

(f) No Waiver. Any failure of any party to comply with any obligation, covenant, agreement or condition contained herein may be waived only if set forth in an instrument in writing signed by the party to be bound by such waiver, but such waiver or any failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any other failure.

(g) Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed and enforced in accordance with the laws of the State of New York without giving effect to the conflicts of law principles thereof (other than Section 5-1401 of the New York General Obligations Law).

(h) Intellectual Property. Each party hereto acknowledges that any proprietary rights owned, licensed or otherwise held by any other party hereto (including all deliverables developed or delivered by Fox and its Affiliates for use under this Agreement, innovations in system delivery, outlines of reports developed by Fox and its Affiliates, trade secrets, customer information, methodologies, processes, technologies, development tools or forms used in performing under this Agreement which are based on trade secrets or proprietary information of such party) whether registered or not, and the goodwill associated therewith, are valuable properties belonging to such party, and all rights thereto are and shall remain the sole and exclusive property of such other party, except as may be granted pursuant to the express written consent of such other party. All third party vendor software will be and remain the property of the applicable third party vendor(s), subject to licenses and conveyances entered into prior to the effective date hereof. The provisions of this Section 7(h) will survive the expiration or termination of this Agreement for any reason.

(i) No Rights of Setoff. All payments to be made by the Transferred Subsidiaries hereunder, including Service Fees, shall be made without any right of setoff, counterclaim or any other deduction, and such payments shall be made by the Transferred Subsidiaries in full without any reduction for any amounts owed or claimed to be owed by Fox or any of its Affiliates to any Transferred Subsidiary.

(j) Headings. The headings of this Agreement are inserted for convenience of reference only and shall not affect the interpretation of this Agreement.

(k) Entire Agreement. This Agreement represents the entire understanding and agreement between Fox, on the one hand, and the Transferred Subsidiaries, on the other hand, with respect to the specific subject matter hereof. This Agreement supersedes all prior negotiations and agreements between the parties with respect to the subject matter hereof.

(l) Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable to any extent by any court



of competent jurisdiction, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(m) Attorneys' Fees. If any legal action, including, without limitation, arbitration, should arise among the parties hereto under this Agreement, the prevailing party in such action will be reimbursed for all reasonable expenses incurred in connection with such action, including reasonable attorneys' and professional fees.

(n) Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed to be an original but which, when taken together, shall constitute one and the same instrument.

(o) Service Representatives. Each of the Transferred Subsidiaries and Fox shall designate an individual (each, a "***Service Representative***") who is familiar with the applicable Network's business and who will be, respectively, the applicable Transferred Subsidiary's and Fox's primary point of contact in dealing with the other party under this Agreement and who will have the authority and power to make decisions with respect to actions to be taken by such party under this Agreement. Each of the Transferred Subsidiaries and Fox may change its Service Representative by giving written notice to the other party.

[SIGNATURE PAGE TO FOLLOW]